

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➡		RATING DO-A7		PAGE of PAGES 1 37	
2. CONTRACT (PROC. INST. IDENT.) NO. F19628-02-D-0008		3. EFFECTIVE DATE 2002 JUN 28		4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G			
5. ISSUED BY ESC/DIGK ELECTRONIC SYSTEMS CENTER, DIGK AIR FORCE MATERIEL COMMAND, USAF 5 EGLIN STREET HANSCOM AFB, MA 01731-2100 CATHY A. MIRRA (781) 377-6317 Cathy.Mirra@hanscom.af.mil		CODE FA8726		6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE S0302A DCMA PHOENIX TWO RENAISSANCE SQUARE 40 NORTH CENTRAL AVE SUITE 400 PHOENIX AZ 85004 SCD: C PAS: (NONE)			
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) GENERAL DYNAMICS DECISION SYSTEMS 8201 E. MCDOWELL ROAD SCOTTSDALE AZ 85257 (480) 441-2030				8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)			
				9. DISCOUNT FOR PROMPT PAYMENT N			
				10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO		ITEM See Block	
CAGE CODE 1VPW8		FACILITY CODE		THE ADDRESS SHOWN IN ➡		12	
11. SHIP TO / MARK FOR See Section F		CODE		12. PAYMENT WILL BE MADE BY DFAS-CO/WEST ENTITLEMENT OPER P O BOX 182381 COLUMBUS OH 43218-2381 EFT: T		CODE HQ0339	
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO See Section B	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT ➡					\$0.00		
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✓	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS			
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✓	E	INSPECTION AND ACCEPTANCE	20		K	REPRESENTATIONS, CERTIFICATIONS OTHER STATEMENTS OF OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document). Your offer on solicitation number _____ including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				20A. NAME OF CONTRACTING OFFICER DALE M. PEASE			
19B. Name of Contractor		19C. Date Signed		20B. United States of America		20C. Date Signed	
by _____ (signature of person authorized to sign)				//signed// by _____ (signature of Contracting Officer)		2002 JUN 28	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	<p><i>Noun:</i> VOICE EQUIPMENT - NON-RECURRING ENGINEERING (NRE) - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide non-recurring engineering for voice equipment for FY02 in accordance with Section C and as specified in the individual delivery order.</p> <p>b. The total firm-fixed-price for this CLIN is <u>\$200,000</u>.</p>		
0002	<p><i>Noun:</i> VOICE EQUIPMENT - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide voice equipment for FY02 in accordance with Section C including the B-1 Tables (Section J, Atch 22) and as specified in individual delivery orders.</p> <p>b. The total ceiling price for this CLIN is <u>\$11,356,702</u>.</p>		
0003	<p><i>Noun:</i> VOICE EQUIPMENT - RETROFIT KITS - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide voice equipment retrofit kits for FY02 in accordance with Section C including the B-2 Tables (Section J, Atch 23) and as specified in individual delivery orders.</p> <p>b. The total ceiling price for this CLIN is <u>\$22,272,538</u>.</p>		
0004	<p><i>Noun:</i> VOICE EQUIPMENT - SPARES - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide voice equipment spares for FY02 in accordance with Section C including the B-3 Tables (Section J, Atch 24) and as specified in individual delivery orders.</p> <p>b. The total ceiling price for this CLIN is <u>\$1,135,670</u>.</p>		
0005	<p><i>Noun:</i> DATA - IAW EXHIBIT A - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide data to support CLINs 0001 through 0004 in accordance with the CDRL, DD Form 1423, Exhibit A, and as specified in individual delivery orders.</p> <p>b. This CLIN is Not Separately Priced (NSP). The price will be included in CLINs 0001 through 0004, as appropriate.</p>		
0006	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0007	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0008	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0009	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0010	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0011	OPTION CLIN <i>Noun:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i>	VOICE EQUIPMENT - NRE - FY03-FY06 - ADDITIONAL ORDERS N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE SOURCE	
	a. The Contractor shall provide non-recurring engineering for voice equipment for FY03-FY06 in accordance with Section C and as specified in individual delivery orders, if option exercised.		
	b. The total firm-fixed-price for this CLIN is \$ <u>TBD</u> , if option exercised.		
0012	OPTION CLIN <i>Noun:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i>	VOICE EQUIPMENT - FY03-FY06 - ADDITIONAL ORDERS N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE SOURCE	
	a. The Contractor shall provide voice equipment for FY03-FY06 in accordance with Section C including the B-1 Tables (Section J, Atch 22) and as specified in individual delivery orders, if option exercised.		
	b. The total ceiling price for this CLIN is \$ <u>59,870,236</u> , if option exercised.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0013	OPTION CLIN		
	<i>Noun:</i>	VOICE EQUIPMENT - RETROFIT KITS - FY03-FY06 - ADDITIONAL ORDERS	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>	a. The Contractor shall provide voice equipment retrofit kits for FY03-FY06 in accordance with Section C including the B-2 Tables (Section J, Atch 23) and as specified in individual delivery orders, if option exercised.	
		b. The total ceiling price for this CLIN is \$ <u>TBD</u> , if option exercised.	
0014	OPTION CLIN		
	<i>Noun:</i>	VOICE EQUIPMENT - SPARES - FY03-FY06 - ADDITIONAL ORDERS	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	SOURCE	
	<i>Acceptance:</i>	SOURCE	
	<i>FOB:</i>	SOURCE	
	<i>Descriptive Data:</i>	a. The Contractor shall provide voice equipment spares for FY03-FY06 in accordance with Section C including the B-3 Tables (Section J, Atch 24) and as specified in individual delivery orders, if option exercised.	
		b. The total ceiling price for this CLIN is \$ <u>5,987,024</u> , if option exercised.	
0015	OPTION CLIN		
	<i>Noun:</i>	DATA - IAW EXHIBIT B - FY03-FY06 - ADDITIONAL ORDERS	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	J - FIRM FIXED PRICE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>	a. The Contractor shall provide data to support CLINs 0011 through 0014 for FY03-FY06 in accordance with the CDRL, DD Form 1423, Exhibit B, and as specified in individual delivery orders, if option(s) exercised.	
		b. This CLIN is Not Separately Priced (NSP). The price will be included in CLINs 0011 through 0014, as appropriate, if option(s) exercised.	
0016	RESERVED CLIN		
	<i>Noun:</i>	RESERVED	
	<i>NSN:</i>	N - Not Applicable	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0017	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0018	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0019	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0020	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0021	<i>Noun:</i> <i>NSN:</i> <i>Descriptive Data:</i> a. The Contractor shall provide non-recurring engineering for data equipment for FY02 in accordance with Section C and as specified in the individual delivery order. b. The total firm-fixed-price for this CLIN is <u>\$150,000</u> .	DATA EQUIPMENT - NON-RECURRING ENGINEERING (NRE) - FY02 N - Not Applicable	
0022	<i>Noun:</i> <i>NSN:</i> <i>Descriptive Data:</i> a. The Contractor shall provide data equipment for FY02 in accordance with Section C including the B-1 Tables (Section J, Atch 22) and as specified in individual delivery orders. b. The total ceiling price for this CLIN is <u>\$7,202,407</u> .	DATA EQUIPMENT - FY02 N - Not Applicable	
0023	<i>Noun:</i> <i>NSN:</i> <i>Descriptive Data:</i> a. The Contractor shall provide data equipment retrofit kits for FY02 in accordance with Section C including the B-2 Tables (Section J, Atch 23) and as specified in individual delivery orders. b. The total ceiling price for this CLIN is <u>\$2,189,619</u> .	DATA EQUIPMENT - RETROFIT KITS - FY02 N - Not Applicable	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0024	<p><i>Noun:</i> DATA EQUIPMENT - SPARES - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide data equipment spares for FY02 in accordance with Section C including the B-3 Tables (Section J, Atch 24) and as specified in individual delivery orders.</p> <p>b. The total ceiling price for this CLIN is <u>\$720,241</u>.</p>		
0025	<p><i>Noun:</i> DATA - IAW EXHIBIT A - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide data to support CLINs 0021 through 0024 in accordance with the CDRL, DD Form 1423, Exhibit A, and as specified in individual delivery orders.</p> <p>b. This CLIN is Not Separately Priced (NSP). The price will be included in CLINs 0021 through 0024, as appropriate.</p>		
0026	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0027	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0028	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0029	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0030	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0031	<p>OPTION CLIN</p> <p><i>Noun:</i> DATA EQUIPMENT - NRE - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide non-recurring engineering for data equipment for FY03-FY06 in accordance with Section C and as specified in individual delivery orders, if option exercised.</p> <p>b. The total firm-fixed-price for this CLIN is \$ <u>TBD</u>, if option exercised.</p>		
0032	<p>OPTION CLIN</p> <p><i>Noun:</i> DATA EQUIPMENT - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide data equipment for FY03-FY06 in accordance with Section C including the B-1 Tables (Section J, Atch 22) and as specified in individual delivery orders, if option exercised.</p> <p>b. The total ceiling price for this CLIN is \$ <u>41,273,484</u>, if option exercised.</p>		
0033	<p>OPTION CLIN</p> <p><i>Noun:</i> DATA EQUIPMENT - RETROFIT KITS - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide data equipment retrofit kits for FY03-FY06 in accordance with Section C including the B-2 Tables (Section J, Atch 23) and as specified in individual delivery orders, if option exercised.</p> <p>b. The total ceiling price for this CLIN is \$ <u>TBD</u>, if option exercised.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0034	<p>OPTION CLIN</p> <p><i>Noun:</i> DATA EQUIPMENT - SPARES - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide data equipment spares for FY03-FY06 in accordance with Section C including the B-3 Tables (Section J, Atch 24) and as specified in individual delivery orders, if option exercised.</p> <p>b. The total ceiling price for this CLIN is <u>\$4,127,348</u>, if option exercised.</p>		
0035	<p>OPTION CLIN</p> <p><i>Noun:</i> DATA - IAW EXHIBIT B - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide data to support CLINs 0031 through 0034 for FY03-FY06 in accordance with the CDRL, DD Form 1423, Exhibit B, and as specified in individual delivery orders, if option(s) exercised.</p> <p>b. This CLIN is Not Separately Priced (NSP). The price will be included in CLINs 0031 through 0034, as appropriate, if option(s) exercised.</p>		
0036	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0037	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0038	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0039	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0040	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0041	<p><i>Noun:</i> MUXING EQUIPMENT - NON-RECURRING ENGINEERING (NRE) - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide non-recurring engineering for muxing equipment for FY02 in accordance with Section C and as specified in the individual delivery order.</p> <p>b. The total firm-fixed-price for this CLIN is <u>\$200,000</u>.</p>		
0042	<p><i>Noun:</i> MUXING EQUIPMENT - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide muxing equipment for FY02 in accordance with Section C including the B-1 Tables (Section J, Atch 22) and as specified in individual delivery orders.</p> <p>b. The total ceiling price for this CLIN is <u>\$15,626,817</u>.</p>		
0043	<p><i>Noun:</i> MUXING EQUIPMENT - RETROFIT KITS - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide muxing equipment retrofit kits for FY02 in accordance with Section C including the B-2 Tables (Section J, Atch 23) and as specified in individual delivery orders.</p> <p>b. The total ceiling price for this CLIN is \$ <u>0</u>.</p> <p>c. This CLIN is not applicable to this contract.</p>		
0044	<p><i>Noun:</i> MUXING EQUIPMENT - SPARES - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide muxing equipment spares for FY02 in accordance with Section C including the B-3 Tables (Section J, Atch 24) and as specified in individual delivery orders.</p> <p>b. The total ceiling price for this CLIN is <u>\$1,562,682</u>.</p>		
0045	<p><i>Noun:</i> DATA - IAW EXHIBIT A - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide data to support CLINs 0041 through 0044 in accordance with the CDRL, DD Form 1423, Exhibit A, and as specified in individual delivery orders.</p> <p>b. This CLIN is Not Separately Priced (NSP). The price will be included in CLINs 0041 through 0044, as appropriate.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0046	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0047	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0048	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0049	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0050	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0051	OPTION CLIN <i>Noun:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i>	MUXING EQUIPMENT - NRE - FY03-FY06 - ADDITIONAL ORDERS N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE SOURCE	
	a. The Contractor shall provide non-recurring engineering for muxing equipment for FY03-FY06 in accordance with Section C and as specified in individual delivery orders, if option exercised.		
	b. The total firm-fixed-price for this CLIN is \$ <u>TBD</u> , if option exercised.		
0052	OPTION CLIN <i>Noun:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i>	MUXING EQUIPMENT - FY03-FY06 - ADDITIONAL ORDERS N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE SOURCE	
	a. The Contractor shall provide muxing equipment for FY03-FY06 in accordance with Section C including the B-1 Tables (Section J, Atch 22) and as specified in individual delivery orders, if option exercised.		
	b. The total ceiling price for this CLIN is \$ <u>43,068,985</u> , if option exercised.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0053	<p>OPTION CLIN</p> <p><i>Noun:</i> MUXING EQUIPMENT - RETROFIT KITS - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide muxing equipment retrofit kits for FY03-FY06 in accordance with Section C including the B-2 Tables (Section J, Atch 23) and as specified in individual delivery orders, if option exercised.</p> <p>b. The total ceiling price for this CLIN is \$ <u>TBD</u>, if option exercised.</p>		
0054	<p>OPTION CLIN</p> <p><i>Noun:</i> MUXING EQUIPMENT - SPARES - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide muxing equipment spares for FY03-FY06 in accordance with Section C including the B-3 Tables (Section J, Atch 24) and as specified in individual delivery orders, if option exercised.</p> <p>b. The total ceiling price for this CLIN is \$ <u>4,306,899</u>, if option exercised.</p>		
0055	<p>OPTION CLIN</p> <p><i>Noun:</i> DATA - IAW EXHIBIT B - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide data to support CLINs 0051 through 0054 for FY03-FY06 in accordance with the CDRL, DD Form 1423, Exhibit B, and as specified in individual delivery orders, if option(s) exercised.</p> <p>b. This CLIN is Not Separately Priced (NSP). The price will be included in CLINs 0051 through 0054, as appropriate, if option(s) exercised.</p>		
0056	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0057	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0058	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0059	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0060	RESERVED CLIN <i>Noun:</i> <i>NSN:</i>	RESERVED N - Not Applicable	
0061	<i>Noun:</i> <i>NSN:</i> <i>Descriptive Data:</i> a. The Contractor shall provide non-recurring engineering for transmission equipment for FY02 in accordance with Section C and as specified in the individual delivery order. b. The total firm-fixed-price for this CLIN is <u>\$100,000</u> .	TRANSMISSION - NON-RECURRING ENGINEERING (NRE) - FY02 N - Not Applicable	
0062	<i>Noun:</i> <i>NSN:</i> <i>Descriptive Data:</i> a. The Contractor shall provide transmission equipment for FY02 in accordance with Section C including the B-1 Tables (Section J, Atch 22) and as specified in individual delivery orders. b. The total ceiling price for this CLIN is <u>\$5,076,244</u> .	TRANSMISSION EQUIPMENT - FY02 N - Not Applicable	
0063	<i>Noun:</i> <i>NSN:</i> <i>Descriptive Data:</i> a. The Contractor shall provide transmission equipment retrofit kits for FY02 in accordance with Section C including the B-2 Tables (Section J, Atch 23) and as specified in individual delivery orders. b. The total ceiling price for this CLIN is \$ <u>0</u> . c. This CLIN is not applicable to this contract.	TRANSMISSION EQUIPMENT - RETROFIT KITS - FY02 N - Not Applicable	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0064	<p><i>Noun:</i> TRANSMISSION EQUIPMENT - SPARES - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide retrofit equipment spares for FY02 in accordance with Section C including the B-3 Tables (Section J, Atch 24) and as specified in individual delivery orders.</p> <p>b. The total ceiling price for this CLIN is <u>\$507,624</u>.</p>		
0065	<p><i>Noun:</i> DATA - IAW EXHIBIT A - FY02</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide data to support CLINs 0061 through 0064 in accordance with the CDRL, DD Form 1423, Exhibit A, and as specified in individual delivery orders.</p> <p>b. This CLIN is Not Separately Priced (NSP). The price will be included in CLINs 0061 through 0064, as appropriate.</p>		
0066	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0067	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0068	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0069	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0070	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0071	<p>OPTION CLIN</p> <p><i>Noun:</i> TRANSMISSION EQUIPMENT - NRE - FY03-06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide non-recurring engineering for transmission equipment for FY03-FY06 in accordance with Section C and as specified in individual delivery orders, if option exercised.</p> <p>b. The total firm-fixed-price for this CLIN is \$ <u>TBD</u>, if option exercised.</p>		
0072	<p>OPTION CLIN</p> <p><i>Noun:</i> TRANSMISSION EQUIPMENT - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide transmission equipment for FY03-FY06 in accordance with Section C including the B-1 Tables (Section J, Atch 22) and as specified in individual delivery orders, if option exercised.</p> <p>b. The total ceiling price for this CLIN is \$ <u>30,728,824</u>, if option exercised.</p>		
0073	<p>OPTION CLIN</p> <p><i>Noun:</i> TRANSMISSION EQUIPMENT - RETROFIT KITS - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide transmission equipment retrofit kits for FY03-FY06 in accordance with Section C including the B-2 Tables (Section J, Atch 23) and as specified in individual delivery orders, if option exercised.</p> <p>b. The total ceiling price for this CLIN is \$ <u>TBD</u>, if option exercised.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0074	<p>OPTION CLIN</p> <p><i>Noun:</i> TRANSMISSION EQUIPMENT - SPARES - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide transmission equipment spares for FY03-FY06 in accordance with Section C including the B-3 Tables (Section J, Atch 24) and as specified in individual delivery orders, if option exercised.</p> <p>b. The total ceiling price for this CLIN is <u>\$3,072,882</u>, if option exercised.</p>		
0075	<p>OPTION CLIN</p> <p><i>Noun:</i> DATA - IAW EXHIBIT B - FY03-FY06 - ADDITIONAL ORDERS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i></p> <p>a. The Contractor shall provide data to support CLINs 0071 through 0074 for FY03-FY06 in accordance with the CDRL, DD Form 1423, Exhibit B, and as specified in individual delivery orders, if option(s) exercised.</p> <p>b. This CLIN is Not Separately Priced (NSP). The price will be included in CLINs 0071 through 0074, as appropriate, if option(s) exercised.</p>		
0076	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0077	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0078	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0079	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		
0080	<p>RESERVED CLIN</p> <p><i>Noun:</i> RESERVED</p> <p><i>NSN:</i> N - Not Applicable</p>		

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997) (TAILORED)

Total Price: \$260,736,226 (Total Ceiling Amount)

Applicable to following Line Items:	0001-0005	0011-0015, if exercised
	0021-0025	0031-0035, if exercised
	0041-0045	0051-0055, if exercised
	0061-0065	0071-0075, if exercised

B049 OPTIONS (APR 2000)

The Government may require performance of the work required by CLIN(s) 0011-0015, 0031-0035, 0051-0055, and 0071-0075. The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before 30 Sep 02. If the Government exercises this option(s) by 30 Sep 02, the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

The Contractor shall perform in accordance with the basic terms of the contract and prices established in the option period and as specified in any additional orders issued after 30 Sep 02.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)

Statement of Objectives for the Theater Deployable Communications Integrated Communications Access Packages Follow-On Contract (Atch 1).

Theater Deployable Communications Baseline Requirements Document for the Basic Access Module (BAM) (v3) (Atch 2).

Theater Deployable Communications Baseline Requirements Document for the Large Voice Module (LVM) (v2) (Atch 3).

Theater Deployable Communications Baseline Requirements Document for the Secure Voice Module (SVM) (v3) (Atch 4).

Theater Deployable Communications Baseline Requirements Document for the Secure Terminal Equipment-R (STE-R) Module (v1) (Atch 5).

Theater Deployable Communications Baseline Requirements Document for the Voice Kits (Atch 6).

Theater Deployable Communications Baseline Requirements Document for the Crypto Interface Module (CIM) (v2) (Atch 7)

Theater Deployable Communications Baseline Requirements Document for the Red Data Module (RDM) (v1) (Atch 8).

Theater Deployable Communications Baseline Requirements Document for the TSSR Interface Unit (TIU) (v2) (Atch 9).

Theater Deployable Communications Baseline Requirements Document for the Data Kits (Atch 10).

Theater Deployable Communications Baseline Requirements Document for the Crypto Module (v1) (Atch 11).

Theater Deployable Communications Baseline Requirements Document for the FCC-100 Satellite Multiplexer Module (v2) (Atch 12).

Theater Deployable Communications Baseline Requirements Document for the FCC-100 Tactical Multiplexer Module (v1) (Atch 13).

Theater Deployable Communications Baseline Requirements Document for the Promina Multiplexer Module (PMux) (v2) (Atch 14).

Theater Deployable Communications Baseline Requirements Document for the Muxing Kits (Atch 15).

Theater Deployable Communications Baseline Requirements Document for the Laser Module (LM) (v2) (Atch 16).

Theater Deployable Communications Baseline Requirements Document for the Radio Frequency Module (RFM) (v2) (Atch 17).

Theater Deployable Communications Baseline Requirements Document for the Transmission Kits (Atch 18).

DD Form 254, Contract Security Classification Specification (Atch 19).

DD Form 1423, Contract Data Requirements List (CDRL) for the Theater Deployable Communications Integrated Communications Access Packages Follow-on Contract, Exhibits A and B (Atch 20).

B-1 Tables (Modules and Kits) (Atch 22).

B-2 Tables (Retrofit Kits) (Atch 23).

B-3 Tables (Spares) (Atch 24).

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS (FEB 1997)

Preservation, packaging, packing and marking shall be set forth in the individual order.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.247-29 F.O.B. ORIGIN (JUN 1988)
52.247-65 F.O.B. ORIGIN, PREPAID FREIGHT -- SMALL PACKAGE SHIPMENTS (JAN 1991)

B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.247-9000 COMMERCIAL BILL OF LADING SHIPMENTS-CARRIER'S RATES (AFMC) (JUL 1997)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998) (TAILORED)

The respective performance period(s) for option(s) identified in Section B is as follows:

CLIN Number	Period of Performance
0011 through 0015	1 Oct 02 - 30 Jun 07
0031 through 0035	1 Oct 02 - 30 Jun 07
0051 through 0055	1 Oct 02 - 30 Jun 07
0071 through 0075	1 Oct 02 - 30 Jun 07

F002 PERIOD OF PERFORMANCE (FEB 1997) (TAILORED)

Period of performance under this contract shall be not later than nine (9) months for any order. The delivery schedules will be specified in the individual delivery orders. All ordering periods are for twelve (12) months.

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.232-9000 REMITTANCE ADDRESS (MAY 1996)

If the remittance address is different from the mailing address, enter the remittance address below. Failure to provide this information may impact payment.

1. For Payment by Electronic Funds Transfer (FAR 52.232-33):

General Dynamics Decision Systems
c/o Bank One
One Bank One Plaza
Chicago, IL 60670
ABA number of financial institution: 071000013
General Dynamics Decision Systems Account Number: 1099852

2. For Direct Payments:

General Dynamics Decision Systems
P.O. Box 845342
Dallas, TX 75284-5342

B. OTHER CONTRACT CLAUSES IN FULL TEXT

G001 ACCOUNTING AND APPROPRIATION DATA (FEB 1997)

Accounting and appropriation data will be set forth on individual orders issued hereunder.

G015 IMPLEMENTATION OF TAXPAYER IDENTIFICATION NUMBER (APR 1998)

In accordance with FAR 52.204-03, Taxpayer Identification Number is 54-2051330 .

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

ESC-H002 ASSOCIATE CONTRACTOR AGREEMENTS (MAR 2002)

(a) The contractor shall enter into associate contractor agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreement(s) shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the Theater Deployable Communications (TDC) Integrated Communications Access Packages (ICAP) Follow-on Program which will ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate contractors are listed in (g) below.

(b) Associate contractor agreements will include the following general information:

- (1) Identify the associate contractors and their relationships;
- (2) Identify the program involved and the relevant Government contracts of the associate contractors;
- (3) Describe the associate contract interfaces by general subject matter;
- (4) Specify the categories of information to be exchanged or support to be provided;
- (5) Include the expiration date (or event) of the ACA; and

(6) Identify potential conflicts between relevant Government contracts and the ACA and include agreements on protection of proprietary data and restrictions on employees.

(c) A copy of such agreement shall be provided to the Contracting Officer for approval if required before execution of the document by the cooperating contractors.

(d) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

(e) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(f) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

(g) The following Contractors are associate contractors with whom agreements are required:

CONTRACTOR	ADDRESS	PROGRAM/CONTRACT
Northrop Grumman Information Technology, Inc.	2411 Dulles Corner Park Herndon, VA 20171-3430	TDC System Integration Support F19628-02-F-0020

ESC-H003 WARRANTY (MAY 2002)

Seller warrants that all of its products sold hereunder will at the time of delivery be free from defects in materials and workmanship and will conform to Seller's applicable specifications or, if appropriate, to specifications accepted by Seller, therefor. Seller's obligation hereunder shall be limited to, at Seller's option, either correcting, refunding the purchase price of or replacing any product for which written notice of nonconformance hereunder is received by

Seller within one year following date of shipment; provided, such nonconforming product is, with Seller's prior authorization, returned to Seller's plant within 30 days after such written authorization at Buyer's expense. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

This warranty shall not apply to any products in other than their original condition, or to any products which Seller determines have, by Buyer or otherwise, been subjected to operating and/or environmental conditions in excess of the maximum values therefore in the applicable specifications or operating instructions, or otherwise have been the subject of misuse, neglect, improper installation, repair, alteration, or damage. THIS WARRANTY EXTENDS TO BUYER ONLY AND NOT TO BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

ESC-H004 OUT OF PRODUCTION/TECHNOLOGY SUBSTITUTION CLAUSE (MAY 2002)

Decision Systems reserves the right to discontinue the manufacture of, as well as support of, any of the products to be delivered under this contract upon providing ninety (90) days advance notice to the United States Government. In such a situation Decision Systems will offer the United States Government a replacement product in place of the discontinued product and Decision Systems will provide the same support for the replacement product as contractually required for the original product. Decision Systems also reserves the right to discontinue delivery of products, as well as provide support for products, upon providing ninety (90) day advance notice if suppliers of said products discontinue the manufacture of the products to be delivered under this contract. In either event, however, Decision Systems will propose for the consideration of the United States Government, a replacement product (s) that provides, at a minimum, the equivalent performance and/or functionality of the discontinued deliverable product. Upon expiration of ninety (90) days from Decision Systems' notice of discontinuance, the discontinued product will be deleted from the contract and no further orders for such item will be issued nor accepted. Upon a United States Government request prior to the effective date of discontinuance of the product, Decision Systems will afford the United States Government the opportunity to place a final order for the to-be discontinued product.

ESC-H005 SIXTY (60) DAY ORDERING LANGUAGE (JUN 2002)

The unit prices for modules in Table B-1 and Table B-2 shall be calculated based on the total quantity of all modules, from all categories, ordered simultaneously on the same delivery order. Any subsequent order(s), executed within 60 days of the original order, shall have unit prices based upon the total quantity of modules ordered under the combined original and subsequent order(s). However, no downward adjustment shall be made to the unit and total prices originally used in the first order.

H001 OPTIONS (MAY 1997) (TAILORED)

The Government reserves the right to exercise the following option(s) subject to the stated conditions. In the event an option is exercised, the affected sections of the contract, e.g., Section B, Section F, Section G, etc., will be modified as appropriate.

0011-0015
0031-0035
0051-0055
0071-0075

H023 INDEFINITE QUANTITY (SEP 1997) (TAILORED)

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total scope of the technical tasks for which orders may be issued is set forth in the attached Statement of Objectives.

The minimum and maximum anticipated requirements by equipment category are as follows:

Category	Minimum	Maximum
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Voice	1 module	775 modules
Data	1 module	875 modules
Muxing	1 module	525 modules
Transmission	1 module	675 modules

H024 ORDERING PROCEDURES (SEP 1997) (TAILORED)

(a) Delivery orders will be issued by the ESC Procuring Contracting Officer in accordance with the Ordering clause of this contract for the items/quantities and related prices contained in the Section B pricing tables of this contract. However, the following procedures shall be used when establishing a new block baseline (reference Statement of Objectives, paragraph 1):

(1) The Contracting Officer will provide the Contractor with a Technical Requirements Document defining the new block baseline. The Contracting Officer will also identify the specific format for the technical and cost proposals.

(2) The Contractor shall then submit to the Contracting Officer a technical and cost proposal for the effort.

(3) Upon receipt of the proposal, the Contracting Officer will analyze the proposal, conduct negotiations, modify the contract accordingly, and issue an Order directing the Contractor to commence performance.

(b) The Contractor is not authorized to commence performance prior to issuance of the Order by the Contracting Officer.

(c) The criteria for issuance of follow-on orders are as established under AF FAR Sup Clause, 5352.216-9001, "Awarding Orders Under Multiple Award Contracts, Alternate II", in Section I.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H033 SOLICITATION NUMBER (APR 1998)

Solicitation Number: F19628-02-R-0008

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database Version: 5.0.x.300; Issued: 6/27/2002; Clauses: are up-to-date through;; FAR: FAC 2001-07;
DFAR: DCN20020531; DL: DL 98-021; Class Deviations: CD 2002o0003; AFFAR: 1996 Edition;
AFMCFAR: AFMCAC 97-8; AFAC: AFAC 96-5; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
52.212-04	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2002)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE IV (OCT 1997) Alt IV, (a), Description of the information and the format that are required: 'The only cost information the Government is requesting (other than completing the Pricing B-Tables) is a separate bill of materials (at the offeror's cost) for each of the modules and kits, retrofit kits, and spares the offeror is proposing to provide.'
52.216-18	ORDERING (OCT 1995) Para (a), Issued from date is 'contract award' Para (a), Issued through date is '30 Sep 02 for CLINs 0001-0005, 0021-0025, 0041-0045, and 0061-0065; for subsequent orders, such orders may be issued from 1 Oct 02 through 30 Sep 06 for CLINs 0011-0015, 0031-0035, 0051-0055, and 0071-0075, if option (s) exercised and if orders are awarded. Future orders will be based upon requirements and the availability of funding.'
52.216-22	INDEFINITE QUANTITY (OCT 1995) Para (d), Date is '30 JUN 2007'
52.217-09	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) Para (a), Period of time 'See Section B, Clause B049, "Options" Para (a), 60 or as appropriate 'See Section B, Clause B049, "Options" Para (c), Number of Months/Years. '5 years, 9 months'
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2001) - ALTERNATE II (OCT 2001)
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995)

52.232-01	PAYMENTS (APR 1984)
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b), Number of calendar days is '30 days' Para (d), Number of calendar days is '30 days'
52.244-02	SUBCONTRACTS (AUG 1998) Para (e), approval required on subcontracts to: 'N/A' Para (k), Paragraphs (d) and (f) of this clause do not apply to the following subcontracts which were evaluated during negotiations: 'N/A'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.245-02	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEVIATION) (DEC 1989)
52.247-01	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.211-7000	ACQUISITION STREAMLINING (DEC 1991)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) (AUG 2000)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7004	DOD PROGRESS PAYMENT RATES (OCT 2001)
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.204-9000	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (MAY 1996)
5352.204-9001	VISITOR GROUP SECURITY AGREEMENTS (MAY 1996)
5352.223-9000	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (MAY 1996) Para (d), Substances are 'None'

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.219-9000 INCORPORATION OF SUBCONTRACTING PLAN (AFMC) (JUL 1997)
Subcontracting plan contained in 'Atch 21'
Date is '1 Nov 01'
Small business goal percentage is '41% of the total cost of direct material'
Small disadvantaged business goal percentage is '2% of the total cost of direct material'
Women-owned small business goal percentage is '4% of the total cost of direct material'

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.212-04 ADDENDUM TO CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (DEC 2001) (TAILORED)

52.212-4, Contract Terms and Conditions -- Commercial Items is hereby tailored as follows:

(a) The place of inspection, acceptance, and FOB is origin. The Contractor shall perform Inspection/Acceptance at Source and provide a Certificate of Conformance in accordance with FAR Part 46.504 and the DD250 preparation instructions of DFARS Appendix F-301(21)(iii).

52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001) (TAILORED)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755);

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (12) 52.222-26, Equal Opportunity (E.O. 11246).

X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

X (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126)

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a-10d).

___ (19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

X (24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

X (25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).

___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

52.216-19 ORDER LIMITATIONS (OCT 1995) (TAILORED)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum amounts listed below per category, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Category	Minimum
Voice	\$200,000
Data	\$150,000
Muxing	\$200,000
Transmission	\$100,000

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of maximum amounts listed below per category;

Category	Maximum
Voice	\$21,000,000
Data	\$22,000,000
Muxing	\$14,000,000
Transmission	\$13,000,000

(2) Any order for a combination of items in excess of the amounts listed in paragraph (b)(1) above; or

(3) A series of orders from the same ordering office within each fiscal year that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (NOV 2001)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

252.212-700101 52.203-03 GRATUITIES (APR 1984) (NOV 2001)

___ 52.203-03 Gratuities (APR 1984) (10 U.S.C. 2207).

252.212-700102 PARAGRAPH B OF 252.212-7001 (NOV 2001)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.212-700103 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) (DEC 1991)

___ 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).

252.212-700121 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996) (APR 1996)

___ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (Apr 1996) (15 U.S.C. 637).

252.212-700136 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998) (MAR 1998)

___ 252.225-7001 Buy American Act and Balance of Payments Program (Mar 1998) (41 U.S.C. 10a-10d, E.O. 10582).

252.212-700145 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2000) (AUG 2000)

___ 252.225-7012 Preference for Certain Domestic Commodities (May 1999).

252.212-700169 252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995) (NOV 1995)

___ 252.227-7015 Technical Data--Commercial Items (Nov 1995) (10 U.S.C. 2320).

252.212-700172 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999) (SEP 1999)

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).

252.212-700175 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) (MAR 1998)

____ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410).

252.212-700176 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (MAR 2000)

____ 252.247-7023 Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

252.212-700178 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (MAR 2000)

____ 252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000) (10 U.S.C. 2631).

252.212-700199 END OF 252.212-7001 (NOV 2001)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.216-9001 AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS (MAY 1996) - ALTERNATE II (MAY 1996) (TAILORED)

(a) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:

(1) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;

(2) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;

(3) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

(b) Unless the procedures in paragraph (a) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:

[See Alternate II below.]

(c) Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task or delivery order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(d) For this contract, the designated task or delivery order ombudsman is Ms. Bonnie Taylor, ESC/PK, (781) 377-2201. The task or delivery order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of \$2,500, consistent with procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

(e) This clause does not guarantee the contractor issuance of any task order or delivery order above the minimum guarantee(s) stated in FAR Clause 52.216-19, "Order Limitations" of this contract.

Alternate II (MAY 1996). When the task or delivery order contract is for services or supplies where the basic contract statement of work is broad and the pricing is less precise, e.g., a list of labor rates, some contract with multiple awardees will be required to ensure fair opportunity and achieve a clear meeting of the minds as to the price and scope of the order. In this case, insert the following paragraph (b), substantially as written, into paragraph (b) of the basic clause:

(1) The Government will request that each multiple award contractor submit their technical and/or managerial approach, if necessary, and cost/price estimate in response to the Government's work statement.

(2) The response may be presented to the Government either orally or in writing.

(3) The Government will issue orders based on an assessment of the technical approach, past performance on previous orders awarded under this contract, and estimated total cost/price in making awards under this paragraph. The factors are listed in descending order of importance. Technical approach and past performance together are slightly more important than the price factor; however price will contribute substantially to the decision.

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.245-9000 GOVERNMENT- FURNISHED PROPERTY (GFP) (AFMC) (JUL 1997) (TAILORED)

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property listed below as Government-Furnished Property (GFP) to the Contractor, f.o.b. destination, for use in performance of this contract. Upon completion of the contract, the Contractor shall obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the contract.

The following Government Furnished Information will be provided:

Acceptance Test Procedures

	Title	Date	Delivery Date
Voice	Basic Access Module v3	30 Jan 02	Contract Award
	Large Voice Module v2	27 Dec 01	Contract Award
	Secure Voice Module v3	14 Dec 01	Contract Award
	STE-R Module v1	14 Dec 01	Contract Award
Data	Crypto Interface Module v2	28 Nov 01	Contract Award
	Red Data Module v1	28 Nov 01	Contract Award
	TSSR Interface Unit Module v2	6 Mar 02	Contract Award

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

Muxing	Crypto Module v1	28 Nov 01	Contract Award
	FCC-100 (Satellite) Module v1	7 Dec 01	Contract Award
	FCC-100 (Tactical) Module v1	7 Dec 01	Contract Award
	PMux Module v2	31 May 01	Contract Award
Transmission	Radio Frequency Module v2	1 Feb 02	Contract Award
	Laser Module v2	12 Mar 02	Contract Award

Module Requirement Documents for Previously Fielded Modules

Voice	Basic Access Module v1	13 May 97	Contract Award
	Basic Access Module v2	13 Feb 01	Contract Award
	Large Voice Module v1 (aka Legacy)	20 May 97	Contract Award
	Secure Voice Module v1	21 May 97	Contract Award
	Secure Voice Module v2	13 Feb 01	Contract Award
Data	Crypto Interface Module v1	2 Jul 97	Contract Award
	Red Hub Module	13 Feb 01	Contract Award
	Red Router Module	13 Feb 01	Contract Award
	TSSR Interface Unit Module v1	2 Jun 97	Contract Award
Muxing	PMux Module v1	13 Feb 01	Contract Award
Transmission	Radio Frequency Module v1	20 Jun 97	Contract Award

The following Government Furnished Property will be provided only for the voice category (first option year only):

Noun	Quantity	Delivery Date
STE-Rs	312	31 Jul 02
DPI 4588 Cards	156	31 Jul 02
DPI 4569 Cards	104	31 Jul 02

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	7	14 JAN 2002	STATEMENT OF OBJECTIVES FOR THE THEATER DEPLOYABLE COMMUNICATIONS INTEGRATED COMMUNICATION ACCESS PACKAGES FOLLOW-ON CONTRACT
ATTACHMENT 2	32	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE BASIC ACCESS MODULE (BAM) (V3)
ATTACHMENT 3	29	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE LARGE VOICE MODULE (LVM) (V2)
ATTACHMENT 4	22	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE SECURE VOICE MODULE (SVM) (V3)
ATTACHMENT 5	20	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS VOICE BASELINE REQUIREMENTS DOCUMENT FOR THE SECURE TERMINAL EQUIPMENT-R (STE-R) MODULE (V1)
ATTACHMENT 6	5	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE VOICE KITS
ATTACHMENT 7	38	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE CRYPTO INTERFACE MODULE (CIM) (V2)
ATTACHMENT 8	34	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE RED DATA MODULE (RDM) (V1)
ATTACHMENT 9	20	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE TSSR INTERFACE UNIT (TIU) (V2)
ATTACHMENT 10	4	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE DATA KITS
ATTACHMENT 11	55	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE CRYPTO MODULE (V1)
ATTACHMENT 12	27	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE FCC-100 SATELLITE MULTIPLEXER MODULE (V2)

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 13	27	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE FCC-100 TACTICAL MULTIPLEXER MODULE (V1)
ATTACHMENT 14	29	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE PROMINA MULTIPLEXER MODULE (PMUX) (V2)
ATTACHMENT 15	3	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE MUXING KITS
ATTACHMENT 16	26	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE LASER MODULE (LM) (V2)
ATTACHMENT 17	34	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE RADIO FREQUENCY MODULE (RFM) (V2)
ATTACHMENT 18	3	22 MAY 2002	THEATER DEPLOYABLE COMMUNICATIONS BASELINE REQUIREMENTS DOCUMENT FOR THE TRANSMISSION KITS
ATTACHMENT 19	4	22 MAY 2002	DD FORM 254, CONTRACT SECURITY CLASSIFICATION SPECIFICATION
ATTACHMENT 20	15	14 JAN 2002	DD FORM 1423, CONTRACT DATA REQUIREMENTS LIST (CDRL) FOR THE THEATER DEPLOYABLE COMMUNICATIONS INTEGRATED COMMUNICATIONS ACCESS PACKAGES FOLLOW-ON CONTRACT, EXHIBITS A AND B
ATTACHMENT 21	10	01 NOV 2001	MEMORANDUM OF AGREEMENT REGARDING MASTER SUBCONTRACTING PLAN (COPIES TO PCO, ACO, AND CONTRACTOR ONLY)
ATTACHMENT 22	20	18 JUN 2002	B-1 TABLES (MODULES AND KITS)
ATTACHMENT 23	2	18 JUN 2002	B-2 TABLES (RETROFIT KITS)
ATTACHMENT 24	30	18 JUN 2002	B-3 TABLES (SPARES)